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**AGREEMENT**

**between**

**CITY OF JERSEY CITY**

**and**

**UNITED NURSES ORGANIZATION**

 **January 1, 1980 through June 30, 1982**



PRESIDENT ..... Virginia Stephens  
VICE-PRESIDENT - FIELD ..... Theresa Buban  
VICE-PRESIDENT - SCHOOLS ... Mary Fitzgerald  
RECORDING SECRETARY ..... Marna Miller  
SECRETARY-TREASURER ..... Kay Naples  
GRIEVANCE CHAIRPERSON ..... Barbara Falco

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## PREAMBLE

This agreement made and entered into this day of December 18, 1980 by and between the CITY OF JERSEY CITY, hereinafter known and designated as the "City", and the members of the UNITED NURSES ORGANIZATION OF JERSEY CITY, hereinafter known and designated as the "UNO".

The within Agreement is made to effectuate the policy of the New Jersey Employee-Employer Relations Act, R.S. 34:13A-1, et seq., and to formalize agreements reached through negotiations conducted in good faith between the City and the UNO with respect to terms and conditions of employment.

Whereas, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the UNO to the end that continuous and efficient service will be rendered, this Agreement is created.

Now, therefore, it is agreed as follows:

## ARTICLE I. UNO RECOGNITION

The City hereby recognizes the UNO as the sole and exclusive collective negotiations agent for all temporary and permanent employees who hold the title of Licensed Practical Nurse, Graduate Nurse-Public Health, and Public Health Nurse.

## ARTICLE II. GRIEVANCE PROCEDURE

### *A. Purpose*

1. The purpose of the Grievance Procedure shall be to settle all grievances between the City and the UNO as quickly as possible so as to insure efficiency and promote employees' morale.

### *B. Definition*

A Grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement.

### *C. Steps of the Grievance Procedure*

A Grievance shall be processed as follows:

#### *Step One:*

(a) An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence of the Grievance by discussing the matter with her immediate supervisor and UNO representative. Failure to act within the said twenty (20) working days shall be deemed to constitute an abandonment of the grievance.

(b) The immediate supervisor shall render an answer within three (3) working days to the UNO.

#### *Step Two:*

(a) If the Grievance is not settled through Step One, the same shall be reduced to writing by the UNO and submitted to the Director of Nurses, or her designee.

(b) The Director of Nurses or her designee shall answer such Grievance in writing with a copy to the UNO within five (5) working days of its submission.

#### *Step Three:*

(a) If the Grievance is not settled by Steps One and Two, then the UNO shall have the right to submit such

Grievance to the Director of Human Resources or his designee.

(b) A written answer to said Grievance shall be served upon the individual and the UNO within seven (7) working days after submission.

**Step Four:**

(a) If the Grievance is not settled through Steps One, Two and Three, the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

(b) If the aggrieved does not elect to pursue her Grievance under the provisions of the Civil Service Act, then the UNO shall have the right to submit such Grievance to an arbitrator appointed by P.E.R.C. The arbitrator shall have full power to hear the dispute. The decision of the arbitrator shall be final and binding upon both parties. The cost of arbitration shall be borne equally by the City and the UNO.

**D. Miscellaneous Provisions**

1. The UNO President, or his authorized representative, may report an impending Grievance to the Director of Human Resources in an effort to forestall its occurrence.

2. Nothing herein shall prevent any employee from processing her own Grievance, provided the Grievance Committee may be present as an observer at any hearing on the individual's Grievance.

3. Since adequate Grievance Procedures are provided in this Agreement, the UNO agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism or other similar action which would involve suspension of work or which would disturb or interfere with the orderly operation of the Department of Human Resources.

## **ARTICLE III. NOTIFICATION**

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives of the UNO before they are established, except as limited by the management's rights clause.

## **ARTICLE IV. SENIORITY**

**A. Definition**

1. Seniority within the field section shall be measured in

accordance with length of service within the field section by title.

2. Seniority within the school nursing service shall be measured in terms of total length within the school nursing service, without regard to title.

*B.*

1. Seniority shall prevail in connection with requests for leaves of absence and supervisory relief work subject to licensure requirements.

2. Permanently appointed nurses have preference over temporary appointees in connection with the above.

*C. Intrasectional Transfers*

1. Within the field service, management shall have the right to appoint a nurse with the least fieldwide seniority from any of the other districts when a vacancy occurs. This system shall consist of one seniority list from each title with the nurses ranked in their order of seniority. The least senior nurses (in each title) within each district shall be transferable. Any nurse transferred shall retain her fieldwide seniority which shall thereafter be measured against the fieldwide seniority of others within her new district.

2. Within the school nursing service, a single seniority list shall be established, and in the event of a vacancy, school nurses may bid for the vacancy in order of seniority. In the event there are insufficient nurses to cover school assignments, involuntary procedures (as set forth below) shall be invoked.

*D. Intersectional Transfers*

*1. Moving from Field to School Nursing Service*

(a) In the event an opening exists within the school nursing service, field nurses may bid for the job. These openings shall be posted as per Sections B and D of Article IX of this Agreement. The most senior volunteer shall be appointed regardless of title.

(b) In the event no voluntary transfer is possible, the City shall transfer a nurse with the least seniority on any of the three seniority lists maintained in the field service.

*2. Transfers from the School Staff to the Field*

(a) In transfers from the school nursing staff to the field staff the least senior school staff nurse shall be transferred.

*(b) Seniority after intersectional transfer*

1. A nurse transferring from one section to another does not carry her previous seniority with her from her old section, except as set forth below.

2. A nurse who voluntarily transfers, thereby becoming the least senior individual within her new section, and is involuntarily transferred back to her old section regains the

amount of seniority she had when she voluntarily transferred out, but receives no seniority credit for the time in the intervening section to which she had voluntarily moved.

## **ARTICLE V. HOME VISITS**

**A.** Public Health nurses are not to be expected to make home visits where the safety or welfare of a nurse is threatened.

**B.** Public Health nurses home visits will be restricted to necessary calls during days with inclement weather, storms, excessive heat or during civilian disturbances which might jeopardize the health and well-being of the nurse.

**C.** The City shall supply necessary transportation and assistance to those nurses making emergency calls during days of severe inclement weather.

**D.** Effective January 1, 1980 employees who use their own vehicles will be compensated at the rate of \$70.00 per month. Additionally, a committee will be formed to establish a formula which will address itself to the entire automobile use issue. This committee will, within six (6) month of its inception, make a recommendation to the City. If either party refuses to implement the recommendation, the parties will submit the issue to arbitration.

## **ARTICLE VI. HOURS OF DUTY**

**A.** The work week shall consist of five (5) days beginning on Monday for employees within the bargaining unit.

**B.** School nurses shall work the hours that their school is in session. Field staff nurses shall work in accordance with their current hourly schedule, e.g., 8:30-3:30, 9:00-4:00. The above schedules will be adhered to except in special situations requested by individual nurses to alter the working schedule for the convenience of the nurse, provided the best interests of both the nurse and the Department of Human Resources is served.

## **ARTICLE VII. DUES CHECK-OFF**

A. The City agrees to deduct organization dues from the salaries of the employees included in this bargaining unit upon receipt of signed organization cards, the same to be deemed authorization to deduct dues, once a month and shall remit the dues deducted to the Treasurer of the UNO monthly.

Any written designation to terminate authorization for check-off must be received in writing by the City and the UNO, and the filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

The UNO is to be notified of all new personnel, starting salary, sectional assignment, address, and resignation.

Nurses who return from a leave of absence will be restored to dues deduction automatically, provided they were on dues deduction previous to their leave.

B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of dues monies deducted together with records of any corrections, shall be submitted to the UNO Treasurer by the fifteenth (15th) day of each month following pay period in which the deductions were made.

C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the UNO shall furnish to the City a copy of the resolution adopted by the Executive Board for the said increase in dues, prior to the effective date of any such change.

D. The UNO will provide a copy of the membership card for each of its members and the same will be accepted as "check-off" authorization, the said cards to be signed by each member. The said cards are to be delivered to the City Comptroller. The UNO shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the UNO to the City.

E. The City will provide the UNO prior to January 1 of each year, a list of any employees requesting the termination of dues check-off.

F. Representation Fee

1. Purpose of Fee

If any eligible member of this bargaining unit does

not become a member of the UNO upon being employed by the City said employee will be required to pay a representation fee to the UNO for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the UNO as majority representative.

**2. Amount of Fee**

**A. Notification**

Prior to the beginning of each membership year, the UNO will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the UNO to its own members for that membership year. The representation fee should be

membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

**B. Legal Maximum**

In order to adequately offset the per capita cost of services rendered by the UNO as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the UNO to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the UNO membership year immediately following the effective date of the change.

**3. Deduction and Transmission of Fee**

**A. Notification**

The City will notify the UNO upon hiring each employee and the City will deduct from the salaries of such employees, in accordance with Paragraph B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the UNO.

**B. Payroll Deduction Schedule**

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who chooses not to become a member of the UNO during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

### C. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the City before the UNO has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

### D. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of regular membership dues to the UNO will as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the UNO.

### E. Changes

The UNO will notify the City in writing of changes in the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the City received said notice.

### F. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the UNO a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include the names, job titles and dates of employment for all such employees. This list shall be in addition to the requirements of paragraph 3A above.

## ARTICLE VIII. TEMPORARY STATUS

A. The UNO and the City recognize that frequently there is an inequitable delay in conferring the status of "permanent" on employees.

B. To alleviate this inequity, the City agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as same pertains to any employee covered by this Agreement to the shortest possible amount of time.

## **ARTICLE IX. NEWLY CREATED POSITIONS**

A. If in the opinion of the City, an open position demands additional qualifications than those set by Civil Service, the City agrees to submit to the UNO the additional criteria for comment prior to submitting the same to the Department of Civil Service for approval.

B. In the event that there exists a new opening or a vacancy in a position that presently exists, or if a new position is hereinafter established, there shall be posted on the bulletin boards in district offices and sufficient copies given to the UNO President precisely what the new position is and in every event the qualifications necessary to fill such a position.

The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply.

C. In the case of multiple applications the nurse shall be appointed in accordance with seniority. Seniority is measured as defined in Article IV.

D. Positions shall be posted three (3) weeks prior to recruitment.

## **ARTICLE X. TEMPORARY ASSIGNMENTS**

A. Nurses are to be assigned wherever practicable to their section choice in accordance with Article IV, Seniority.

B. Temporary re-assignments within sections may be done in emergency cases only. In any event, no nurse shall be temporarily assigned to a new work station for more than one (1) week in any two (2) pay periods.

C. Transfers of service shall be made in accordance with Article IV, Seniority.

## **ARTICLE XI. PENSION AND RETIREMENT**

A. Employees shall receive pensions and retirement pursuant to the provisions of State law and local ordinances.

B. Terminal leave. Nurses who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed the retiring nurse.

C. Longevity and degree differential shall be included in

annual salary for pension purposes, provided the pension system so permits effective 1974.

D. Compensation for accrued vacation and terminal leave time shall be paid to the employee at the time of retirement unless the employee elects to utilize all accrued terminal leave immediately preceding his retirement.

## ARTICLE XII. INSURANCE

A. The City shall supply to nurses all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment and the City shall pay and satisfy all judgments against nurses for such claims.

B. Hospitalization. Nurses shall receive fully paid Blue Cross/Blue Shield with Rider "J" and Major Medical to cover themselves and their spouse and children covered under the plan.

C. The City shall provide the Life Insurance in the amount of Five Thousand (\$5,000.00) Dollars and Accidental death and Dismemberment Insurance in the amount of Five Thousand (\$5,000.00) Dollars for each nurse.

D. Upon retirement, the City shall continue coverage under Blue Cross/Blue Shield for the retired employee in accordance with current legislation.

E. Effective for the duration of the contract, the City of Jersey City shall pay into a fund established by the UNO an amount of money equivalent to the cost of providing dental protection for employees and their families covered by this Agreement, but in no event to exceed an annual cost to the City of Two hundred forty (\$240.00) Dollars per covered employee.

1. It shall be the responsibility of the UNO through such means as it may develop to purchase, contract for, or in such manner as it may deem appropriate to provide for dental health protection for all members of the bargaining unit. The UNO shall indemnify, defend and save harmless the City against any and all claims arising out of the payment of funds as aforesaid, and hereby assumes all responsibility for the dental health protection program, and agrees to provide the City with all necessary and reasonable information regarding such administrative matters as fee schedules, premium costs, and numbers and names of covered employees.

2. A schedule of payments to the fund established by the UNO shall be worked out by the fund and the office of the Business Administrator of the City.

3. It is hereby agreed that in consideration of the mutual desire of the City and the UNO to effect a stable dental health protection program, this agreement shall be effective on July 1, 1977 and shall not expire until July 1, 1980.

F. Effective 1/1/81, the City of Jersey City will provide to the employees of this unit a family prescription drug program. The maximum an employee will have to pay is \$1.00 on each prescription.

G. Effective 7/1/81 the City of Jersey City will provide to the employees of this unit a family optical plan. The entire cost of same will be paid by the City of Jersey City.

### **ARTICLE XIII. UNION PRIVILEGES**

A maximum of four (4) nurses selected by the UNO shall be permitted to attend seminars, workshops, conventions, etc., for a period of time not to exceed three (3) days each with straight-time pay only if absent during normal scheduled working time. The total amount of days for the combined number of nurses shall not exceed twelve (12) for the year.

### **ARTICLE XIV. BULLETIN BOARDS**

A. The City shall permit the installation of bulletin boards at the expense of the UNO, but the Director of Nursing shall determine the exact locations, sizes and numbers of the boards to be installed.

B. Representatives of the UNO shall have the right to post on the UNO bulletin board material dealing with the proper and legitimate business of the UNO at any time.

Service	1979	Effective	Effective	New 1980 Y.E.
	Base	1/1/80	5/5/80	Base
Graduate	0-1 yr	12,782.	990.	plus 360.
Nurse	1 yr-2 yrs	13,671.	1,040.	plus 390.
Public	3-5 yrs	14,124.	1,070.	plus 401.
Health	6-9 yrs.	15,280.	1,140.	plus 435.
	10-14 yrs.	15,835.	1,170.	plus 455.
	15 plus yrs.	16,392.	1,206.	plus 469.
Public	0-1 yr	13,280.	1,000	plus 399.
Health	1 yr-2 yrs.	14,169.	1,070.	plus 405.
Nurse	3-5 yrs.	14,724.	1,100.	plus 425.
	6-9 yrs.	15,280.	1,135.	plus 440.
	10-14 yrs.	15,835.	1,175.	plus 450.
	15 plus yrs.	16,392.	1,205.	plus 470.
	1980	Effective	Effective	New 1981
	Base	1/1/81	5/4/81	Y.E. Base
Graduate	0-1 yr.	14,132.	850.	plus 404.
Nurse	1-2 yrs.	15,101.	910.	plus 431.
Public	3-5 yrs.	15,595.	948.	plus 431.
Public	3-5 yrs.	15,595.	948.	plus 438.
Health	6-9 yrs.	16,855.	1,020.	plus 479.
	10-14 yrs.	17,460.	1,058.	plus 495.
	15 plus years.	18,067.	1,095.	plus 512.

Public Health	0-1 yr. 1-2 yrs. 3-5 yrs. 16,855. 10-14 yrs. 15 plus yrs.	14,679. 15,644. 16,249. 1,020. 17,460. 18,067.	890. 945. 985. plus 479. 1,057. 1,095.	plus 413. plus 445. plus 459. 18,354. plus 496. plus 513.	15,982. 17,034. 17,693. 19,013. 19,675.
Graduate	0-1 yr. 1 yr-2 yrs. 3-5 yrs. 6-9 yrs. 10-14 yrs. 15 plus yrs.	15,386. 16,442. 16,981. 18,354. 19,013. 19,674.	16,155. 17,264. 17,830. 19,272. 19,964. 20,658.	Base Salary as of 1/1/82	
Nurse					
Public Health					
Public Health	0-1 yr. 1-2 yrs. 3-5 yrs. 6-9 yrs. 10-14 yrs. 15 plus yrs.	15,982. 17,034. 17,693. 18,354. 19,013. 19,675.	16,781. 17,886. 18,578. 19,272. 19,964. 20,658.		
Nurse					

## ARTICLE XV RATE OF PAY - WAGES

- B. Degree Differential for B.S. or B.A. \$500.00  
Effective 1/1/81 all members of this unit who have Masters Degrees shall have a pay differential of \$500.00.
- C. Uniform Allowance-Field: \$400.  
Nurses assigned to schools: \$200.
- D. 

Longevity Year	Salary
5	\$200.
10	400.
15	600.
20	800.
25	1,000.
- E. Placement and adjustment on the above salary guide shall be made by the first pay period following an employee's anniversary date of employment by the City.

## ARTICLE XVI. OVERTIME

A. Employees working overtime on Sundays shall be compensated at two (2) times their regular hourly rate. Employees who work in excess of the normal thirty-five (35) hour work week shall be compensated on the basis of one and one-half (1½) times the regular hourly rate. No compensatory time shall be given for overtime work.

B. Overtime work shall first be offered to regularly employed nurses in the section in which the overtime arises.

C. Overtime work shall be distributed equally within title whenever practicable. Records shall be kept by the Nursing Service Section and may be reviewed by the UNO at reasonable times.

D. Overtime work, except in emergencies, shall be voluntary and there shall be no discrimination against any employee who refuses to work overtime.

E. Overtime work shall be restricted to definite, necessary cases requiring treatment on those specific days, weekends and holidays.

F. The nurse shall be guaranteed a minimum of four (4) hours work on a Saturday, Sunday or a holiday, regardless of the amount of time actually worked at the premium rate set

forth in this Article.

G. Nurses working on any of the holidays set forth in this Agreement shall receive as overtime pay triple times their daily rate of pay.

H. In the event a nurse is called in, she shall be guaranteed four (4) hours of overtime at the overtime rate of pay as set forth in this Article.

I. For the purposes of computing overtime, the following formula shall pertain:

0-15 minutes — No overtime payment

15-30 minutes -  $\frac{1}{2}$  hour at overtime rate

30 minutes or more - 1 hour at overtime rate

The above formula shall pertain for the first hour only. All work in excess of the first hour shall be paid at the overtime rate for actual time worked.

## **ARTICLE XVII.**

### **TUITION REIMBURSEMENT**

A. The UNO agrees to designate two (2) people and the City agrees to designate two(2) people who shall be charged with the responsibility of establishing equitable criteria for the administration of the program. Criteria previously developed by the committee and currently in effect shall remain in full force and effect until such time as altered by negotiation.

B. Any nurse required to attend an in-service program or course outside of her normal work hours shall be compensated for the time spent at the program orcourse at the overtime rate.

### **CRITERIA FOR ADMINISTRATION OF TUITION REIMBURSEMENT PROGRAM AS CALLED FOR IN U.N.O. CONTRACT 1973**

#### **REGULATION I**

After six months of employment, Professional and Practical Nurses who are taking College Credit Courses applicable to a nursing degree, as determined by the college, or job related courses as determined by the Tuition Reimbursement Committee, whether as a matriculated or non-matriculated student shall receive tuition reimbursement.

#### **REGULATION II**

Reimbursement shall be made upon submission of receipted bills and proof that the participant has received passing grades for the course(s).

### **REGULATION III**

Participants shall receive tuition reimbursement not to exceed \$450 per year per participant. However, participant(s) may be reimbursed fully for charges beyond \$450 per year providing all other participants' claims are satisfied and monies remain in budgeted total. The maximum budgeted total allocated for program is not to exceed \$4000 per year.

### **REGULATION IV**

All such courses as outlined above must be taken after working hours.

Walter R. Lezynski  
1-25-73

Eleanor Moore

Virginia M. Hartwig

Clare Mongon

## **ARTICLE XVIII.** **MEAL PERIODS**

A. All employees shall be granted a lunch period of one (1) hour during each working shift. The meal period for employees in the School Nursing Service shall be consistent with school policy.

## **ARTICLE XIX.** **HOLIDAYS**

A. The following fourteen (14) days shall be recognized as paid holidays and shall be granted unless the employee works on the holiday.

New Year's Day	Columbus Day
Lincoln's Birthday	General Election day (November)
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Martin Luther King Day

B. In addition to the holidays set forth above, nurses shall be granted any other special holidays declared by the Mayor or Council.

C. Any holiday falling on Saturday shall be celebrated on the preceding Friday. A holiday that falls on Sunday shall be celebrated on the following Monday.

## **ARTICLE XX.** **VACATION**

**A.** All nurses shall receive vacation allowance in accordance with the following schedule:

Up to the end of the first (1st) calendar year of service	One and one half (1½) working days for each month
One (1) through four years of service	Twenty (20) working days
Five (5) through fourteen (14) years of service	Twenty-five (25) working days
Fifteen (15) years and over	Thirty (30) working days

**B.** Vacation time not granted by the appointing authority shall accumulate for the next succeeding year only.

**C.** Nurses who are laid off or retire shall use all accumulated days prior to the effective date of lay-off or retirement.

**D.** All nurses, if they so desire, shall be entitled to ten (10) working days during the summer period (June 15 through September 15).

**E.** Vacations shall be pro-rated in the retirement year with a minimum of ten (10) working days entitlement. If the nurse retires after July 1, she shall receive her full vacation allowance for that year.

**F.** Seniority within title in each district shall prevail in setting vacation schedule so long as agency needs are met.

## **ARTICLE XXI.** **SICK LEAVE**

**A.** All employees covered by this Agreement shall be entitled to the following sick leave:

<b>Amount of Service</b>	<b>Sick Days</b>
Up to the end of the first (1st) calendar year	One (1) working day for each month of service
Each calendar year thereafter	Fifteen (15) working days

**B.** Sick days not taken by employees in any year shall accumulate from year to year.

**C.** Unless a nurse is out of work for five (5) consecutive working days or more, she shall not be automatically required to present a doctor's verification of her illness. However, where abuse of sick leave is suspected, acceptable medical evidence may be required by the City.

## **ARTICLE XXII. (A) LEAVE OF ABSENCE**

A leave of absence, without pay, may be granted for up to six (6) months for good cause to any permanent employee who has been employed for a period of ninety (90) days. Said leave may be extended for good cause to a maximum of an additional six (6) months. A leave of absence may not be unreasonably withheld or denied.

## **ARTICLE XXII. (B) BEREAVEMENT OR FUNERAL LEAVE**

A. In the event of death in the employee's immediate family, she shall be granted time off from the day of death up to and including the day after the funeral, not to exceed five (5) days.

B. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, and any relative of employee residing in the employee's household.

C. Reasonable verification of the event may be required by the employer, the City.

## **ARTICLE XXIII. MANAGEMENT'S RIGHTS**

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

## **ARTICLE XXIV. U.N.O. RIGHTS**

A. Authorized representatives of the UNO, not to exceed three (3), shall be permitted to visit schools, Child Health Clinics, and Visiting Nurse Stations, and the Supervisor's and Director of Public Health Nurses offices during their lunch periods or other free time, for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Supervisor or substitute. The UNO representative shall not impede working area operations.

B Members of the UNO shall have the right within the confines of reasonableness, to discuss UNO business with another member during the work day.

C The UNO shall be notified by Department Officials of all new health programs being instituted in the community and the Department of Health.

D. The vice-president of the Jersey City Public Health Unit of the UNO shall receive such time off from her assignment duties as is necessary to attend to legitimate union business.

## **ARTICLE XXV. DISCIPLINARY ACTION**

A. Disciplinary action shall be limited to:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

B. If the employer feels there is a just cause to transfer, or discharge a nurse for disciplinary reasons, the nurse and the UNO will be notified in writing as to the cause.

C. If the employer has reason to reprimand a nurse, it shall be done in a manner which will not embarrass the nurse, before any other nurse or the public.

## **ARTICLE XXVI. PROFESSIONAL ADMINISTRATIVE LEAVE**

All nurses in the bargaining unit shall receive three (3) days Administrative Leave with pay (Personal Days), which shall not be cumulative from year to year.

## ARTICLE XXVII SAFETY AND HEALTH

- A. The Employer shall at all times maintain safe and healthful working conditions.
- B. Employees who become ill while on duty shall be permitted to utilize the services of the City physicians who are on City duty.
- C. It is agreed that the nurse at her own discretion shall determine when to or when not to use public transportation in traveling between house calls and when to or when not to climb stairs in any given situation.
- D. Clerical areas of district offices and clinics shall be supplied with air conditioners, bottled water and where necessary, additional phones.

## ARTICLE XXIX. EMERGENCY DEFINED

Emergency shall mean a situation that neither the employer nor the employee has control over, i.e., an Act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

## ARTICLE XXIX STORAGE OF NURSE'S POSSESSIONS

The employer shall make every effort to see that a nurse is supplied with a locker to store her possessions during her tour of duty.

## ARTICLE XXVIII POLICY RECOMMENDATIONS

A. A professional Practitioners Council will be established upon the execution of the agreement between the parties. Membership will be limited to the members of this bargaining unit.

The function of the Council will be to recommend standards of nursing and to review policies, procedures, legislation and new trends which affect the practice of nursing.

The Council shall meet quarterly during the year and the meetings(s) shall be limited to two hours.

Recommendations from the Council will be forwarded in writing to the Director of Human Resources and to the Director of Nursing. The Director of Nursing will respond to the Council within 20 days.

Joint meetings between the Director of Nursing and the Council members will be held twice annually.

## **ARTICLE XXXI IN-SERVICE PROGRAMS**

The UNO may recommend changes in additions to or deletions from in-service programs.

## **ARTICLE XXXII. OUT-OF-TITLE WORK**

Staff nurses shall not be expected to work out of title to perform supervisory duties including but not limited to the filling in for a supervisor when said supervisor is ill, on leave of absence or on vacation.

## **ARTICLE XXXIII SCHOOL HEALTH PROGRAM**

In the event of changes are required to administer the School Health Program, the United Nurses Organization shall be advised during the first week in June of each school year as to what the contemplated changes are.

## **ARTICLE XXXIV SCHEDULING**

A. Public Health nurses assigned to schools shall work one-half (½) day in the morning during the months of July and August in clinic areas wherever practicable. Such nurses shall be paid at the rate of one-half (½) their normal daily pay during these months that she reports for the assigned duties. No employee is hereby guaranteed a summer assignment, however.

B. Public Health nurses assigned to schools are to take vacation during the period her school is closed for summer or vacation sessions. All other days during the school year that the school is closed, the nurse shall perform functions relating to the student health program or such other work assigned.

C. The policy of being on call for staff nurses on weekends and holidays is hereby terminated.

## **ARTICLE XXXV FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

## **ARTICLE XXXVI. SEVERABILITY AND SAVINGS**

A. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion hereof.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws.

## **ARTICLE XXXVII . ELIGIBLE EMPLOYEES**

The benefits provided for in this Agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits shall also accrue to those employees hired after the date of the signing of this Agreement.

## **ARTICLE XXXVIII DURATION OF AGREEMENT**

A. This agreement shall be effective as of January 1, 1980 and shall expire on June 30, 1982. Both parties agree to commence negotiations for the year 1982 and beyond, no later than June 15, 1982.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized offices the day and year first written above.

UNITED NURSES ORGANIZATION OF JERSEY CITY  
BY: Virginia Stephens  
WITNESS: Theresa Buban

CITY OF JERSEY CITY  
BY: Joseph A. Giorgio  
Business Administrator

ATTEST:  
Helen J. Kozma  
Acting City Clerk

